Name of the Court:

Office of the Clerk of the United States Bankruptcy Court for the District of Delaware

Name of the Debtors:

- (a) Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attn: Christian P. Jensen (jensenc@sullcrom.com) and David M. Rosenthal (rosenthald@sullcrom.com) and
- (b) Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Adam G. Landis (landis@lrclaw.com) and Kimberly A. Brown (brown@lrclaw.com)

Lead Case Number:

Case No. 22-11068

Title of the Objection:

DEBTORS' ONE HUNDRED FOURTEENTH (SUBSTANTIVE) OMNIBUS OBJECTION TO CERTAIN OVERSTATED AND/OR UNLIQUIDATED PROOFS OF CLAIM (CUSTOMER CLAIMS)

Description of the basis for the amount of the claim:

On the afternoon of 11/10/22, I wired FTX \$22,000 to be transferred into my FTX wallet from Coastal Credit Union. On 11/11/22, FTX filed bankruptcy. Since the funds were not credited to my FTX wallet immediately, the Credit Union sent a request to have the funds reversed and returned (on two occasions.) On 11/13/24, I called FTX to ask them to return the funds but they stated that they were in the middle of ligation and could not return the funds nor could they discuss the funds. The funds were USD and never changed to cryptocurrency. They are currently not reflected in my FTX wallet.

The specific factual basis and supporting legal argument upon which the party will rely in opposing this Objection:

I am specifically requesting that the funds that I wired to FTX be returned in the amount of \$22,000. Attached please find a copy of the wire transfer from Coastal Federal Credit Union. Since the funds were sent to them, I am requesting that they be returned.

Name:

Tyra Powell

Address:

6 Caspian Ct Durham, NC 27713



Telephone number:

919-361-0780

Fax number or email address:

Tyra503@gmail.com

Case number:

95633

Mail:

- Office of the Clerk of the United States Bankruptcy Court for the District of Delaware:
 824 Market Street, 3rd Floor, Wilmington, Delaware 19801
- 2. Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, Attn: Christian P. Jensen (jensenc@sullcrom.com)
- 3. Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Adam G. Landis (landis@lrclaw.com) and Kimberly A. Brown (brown@lrclaw.com)



Wire Transfer Request

TRANSACTION INFORMATION

Wire Type:

Outgoing Domestic Message

Wire Amount:

\$22,000.00

Bank Cust: Yes

Origin Date: 4:29PM 11/10/2022 Proc Date:

WITS Ref Nbr:

115 Orig Branch:

Member Signature	4		Date	*	
Taken By			Date		
Verified By:	BMILES01 - Barbara Miles		Date	11/10/2022	4:35PN
Callback To		Fax To			
Password / PIN #			Date		
Supervisor Approved			Date		

THIS AGREEMENT AND PAYMENT ORDER is between Coastal Federal Credit Union (the "Credit Union") and the undersigned member. The Credit Union is authorized and directed to make the funds transfer and assess the fee in the amounts set forth above according to the terms and conditions hereof. The Credit Union shall not be responsible for losses by the member or any person, entity, or institution if the receiving financial institution posts or processes this funds transfer based upon the account number rather than the name of the beneficiary, or where an intermediary or beneficiary bank is identified by number, even If they differ. The Credit Union will not be liable to the undersigned member for any incidental, consequential or special damages resulting from this funds transfer failing to be made due to a technical failure beyond the control of the Credit Union, or (ii) due to the undersigned member's late or improper execution of, or failure to execute, this Wire Transfer Request. After the Credit Union has accepted this Wire Transfer Request, no amendment or cancellation will be effective without the agreement of the Credit Union. WIRE TRANSFER REQUESTS MUST BE SIGNED AND COMPLETELY PROCESSED BY 3:00PM EST IN ORDER FOR THE WIRE TO BE SENT THE SAME DAY.



Wire Transfer Request

TRANSACTION INFORMATION

Wire Type:

Outgoing Domestic Message

Wire Amount:

\$22,000.00 Bank Cust: Yes

Origin Date: 4:29PM 11/10/2022 Proc Date:

11/10/2022

WITS Ref Nbr:

115 Orig Branch:

148

"You" and "your" means the customer (account holder) who is requesting a wire transfer on Page 1 of this document. In consideration of American Bank (the "Bank") undertaking to wire transfer funds on your behalf and at your direction, you agree to abide by and be bound by the following terms and conditions:

- 1) The Bank's obligation to you is limited to the transfer of funds to the beneficiary account at the beneficiary bank which you set forth on the wire transfer document. YOU ARE SOLELY RESPONSIBLE FOR THE ACCURACY OF THE ACCOUNT NUMBERS AND THE ROUTING NUMBERS FOR THE BENEFICIARY BANK. You understand and acknowledge that the Bank does not verify that the account number is in fact the beneficiary's account, nor that the beneficiary bank's routing number is correct.
- 2) You understand and acknowledge that the Bank DOES NOT provide any written notice or advice of the wire transfer of funds to the beneficiary, or to the beneficiary bank, or to you, except for your periodic account statement. You are solely responsible to make whatever inquires to the beneficiary and/or the beneficiary bank as may be reasonably necessary or advisable, in order to ascertain whether the transfer took place as you intended.
- 3) You do not have the right to cancel, amend or stop this wire transfer payment order once it has been given to the Bank for processing. You should therefore be absolutely certain that you intend to transfer the funds in accordance with the instructions you give on this document. However, in the event that you do request the Bank to cancel, amend or stop this wire transfer payment order, after it has been given to the Bank for processing, the Bank will use reasonable efforts to accommodate the request.
- 4) If you determine after the wire transfer has taken place that the funds were not received as you intended, whether in amount, or intended beneficiary bank or account, or any other discrepancy, then without regard to the reason why that circumstance has occurred (including fault misdelivery or non-delivery on the part of the Bank) you shall be obligated to immediately notify the Bank. The Bank will use reasonable effo to ascertain the cause of the circumstance, and will use reasonable efforts to correct the problem if it is possible to do so.
- 5) You have 15 days after receipt of your periodic statement or written confirmation of payment order on which the wire transfer appears, or should appear, to notify the Bank of any error or discrepancy between your records and the Bank's records. Otherwise, all of the terms of your account agreement set forth in a document titled "All About Your Deposit Account" (hereinafter "Account Agreement"),